

AG Contract No. KR94 2894TRN
ECS File: JPA 94-215
Project No.: BR-984(66)P
TRACS No.: SB358 13D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF FLORENCE

THIS AGREEMENT is entered into 15 November, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF FLORENCE acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been selected by the Town; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. <u>20295</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/15/95</u>
<u>James H. Hurl</u> Secretary of State
By <u>Vicky D. Suenewald</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	1,500.00
Federal Aid Funds @ 80%	\$	1,200.00
Town Funds @ 20%	\$	300.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA, but will in no event exceed \$300.00 without the written approval of the Town.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in the amount of \$300.00.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notice or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue -616E
Phoenix, AZ 85007

Town of Florence
Town Manager
P.O. Box 490
Florence, AZ 85232

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

TOWN OF FLORENCE

STATE OF ARIZONA

By Marsha Day
Marsha Day
Mayor

By Peter L. Eno
Peter L. Eno
Contract Administrator

ATTEST:

By Marcia S. Hall
Marcia S. Hall
Deputy Town Clerk

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Florence for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

Larry S. Bonine
Dr. LARRY S. BONINE
Director

TOWN OF FLORENCE

RESOLUTION NO. 525-95

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR AND MANAGER TO EXECUTE THE AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, NO. KR94 2895TRN, FOR A BRIDGE SCOUR ANALYSIS.

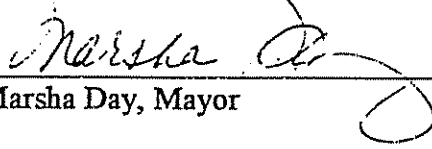
WHEREAS, the Town has been offered a contract for a Bridge Scour Analysis with the State of Arizona Department of Transportation; and

WHEREAS, said contract for service appears to be in the Town's best interest; and

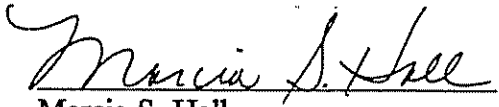
WHEREAS, it is necessary to approve the execution of said contract by a formal resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Interim Manager are authorized to execute Agreement KR94 2895TRN, which has been approved as to form by the Town Attorney and which is attached hereto as Exhibit A.

PASSED AND ADOPTED by a majority vote of the Town Council of the Town of Florence, this 27 day of October, 1995.


Marsha Day, Mayor

ATTEST:


Marcia S. Hall
Deputy Town Clerk

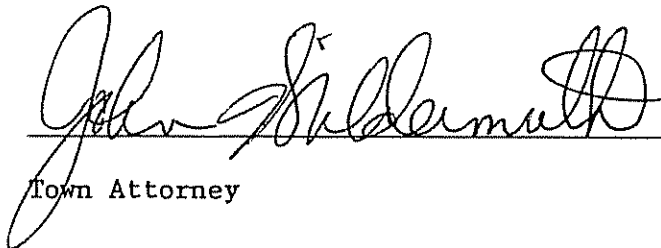
APPROVED AS TO FORM:


John R. Wildermuth
Town Attorney

APPROVAL OF THE FLORENCE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF FLORENCE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 16 day of October, 1995.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2894-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of November, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/59